

FILED
GREENVILLE, S. C.

FEB 11 4 25 PM '83

DONNIE BANKERSLEY
R.M.C.

MORTGAGE

BOOK 1594 PAGE 536

THIS MORTGAGE is made this 11th day of February 1983, between the Mortgagor, GEORGE D. NICHOLSON AND FREDDIE MAE NICHOLSON (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventeen Thousand and No/100 (\$17,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 11, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 1998

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land situate, lying and being on the northern side of Donald Road, in the County of Greenville, State of South Carolina, containing 10.55 acres, more or less, as shown on a plat entitled "Property of George D. Nicholson", prepared by Carolina Surveying Company on February 9, 1983, and recorded in the RMC Office for Greenville County, S. C., in Plat Book 9-3, at Page 56. Reference is craved to said plat for a more complete description.

Derivation: Willard E. Darby, Deed Book 1047, at Page 74, recorded December 1, 1976.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
FEB 11 1983
96.80

which has the address of Route 3, Donald Road, Pelzer, SC 29669

(herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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